

Bill To:
State of Idaho

Send invoices to the address listed
 below or as indicated in the
 comments or instructions field
 Boise, ID 83720-0075



State
 of
 Idaho

THIS NUMBER MUST APPEAR
 ON ALL DOCUMENTS

Statewide Blanket Purchase Order Contract Renewal

Statewide Blanket Purchase
 Order
SBPO1202 - 02

DELIVER TO: State of Idaho Various Agencies
 Various State Agencies
 located throughout Idaho

 Various, ID 83701

Date: **Thu May 11 2006**

F.O.B: **Destination**

Terms: **net/30**

VENDOR: ePlus Group, Inc.
 Attn: Pamela E. Mitten
 400 Herndon Parkway
 Herndon, VA 20170
 Attn: Federal Contracts Manager
 Emailed To: PMitten@EPLUS.com
 Phone: 703 709-1945
 Fax: 703 834-5718
 Account Number: P00000058517

Start of Service Date **Sat Jul 01, 2006**

End of Service Date: **Sat Jun 30, 2007**

RFQ#: **RFQ04322**
 DOC#: **PREQ8666**

Buyer: **State Purchasing CC 208-327-7465**

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		100000.00
	Total:			100000.00
Blanket Comments:	<p>Primary ePlus Group Account Contacts:</p> <p>Account Executive - Responsible for over all account management including but not limited to initial relationship establishment, documentation negotiation, executive level interaction, and problem escalation and resolution. Account Executive- Mark Caton (858) 756-7568- Direct (619) 807-0202- Cell email: mcaton@eplus.com</p> <p>Account Manager - Responsible for day to day account interaction, user assistance and problem resolution. Team Leader- Sandra Lewis (703) 984-8172- Direct email: slewis@eplus.com</p> <p>Administrator - A dedicated group of ePlus employees that will be led by the Account Manager to provide the State with the highest level of service. The team will be responsible for the day to day operations, which includes but is not limited to, Processing daily orders, reconciling/processing invoices and handling any issues with the customers may have. Administrator- Sara Akhtar (703) 984-8167-direct email: sakhtar@eplus.com</p>			
Item No	Description	Quantity UOM	Unit Price	EXTENSION
	Financial Leasing Services for Information Technology Equipment for State of			

1	Idaho Agencies (946-54) (nt)	1 LT	100000.00	
	Instr: The dollar amount is merely an estimate and no guarantee of volume is implied.			
General Comments:	<p>.....CONTRACT SBPO1202 RENEWAL</p> <p>This Contract Renewal and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO169 dated July 5, 2001 ("Contract") for Master Leasing Agreement for Information Technology Equipment, for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between ePlus Group, Inc., as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:</p> <p>All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this RENEWAL is July 1, 2006</p> <p>This Contract is extended for one (1) year, commencing July 1, 2006 and expiring June 30, 2007. The same terms, conditions and pricing provisions prevail for the contract extension period.</p>			
Instructions:				
Freight / Handling Included in Price				
1:				
		By: GREGORY D. LINDSTROM		



State of Idaho

Department of Administration
Division of Purchasing

DIRK KEMPTHORNE

Governor

PAMELA L. AHRENS

Director

JAN COX

Administrator

5569 Kendall Street (83706)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

FAX (208) 327-7320

www2.state.id.us/adm/purchasing

March 6, 2006

ePlus Group

Attn: Pamela E. Mitten

400 Herndon Parkway

Herndon, VA 20170

RE: Renewal of Statewide Contract SBPO 1202-01, a Statewide Contract for Financial Leasing
Services for various State of Idaho Agencies, Institutions, and Departments

Expiring June 30, 2006

The State of Idaho would like to renew the above referenced statewide contract for a period of One (1)
Year.

The contract renewal commences July 1, 2006 and expires June 30, 2007. The same terms, conditions,
and prices prevail for the contract renewal period, except as expressly modified herein.

If this is acceptable to your company, please sign in the appropriate space below and return to the Division
of Purchasing. Upon receipt of your response and subject to approval by this office we will send a copy of
the renewed contract to you for your records.

Thank you for your consideration in this matter.

Sincerely,

APPROVED: ☒ YES ☐ NO


Lyle D. Gessford, CPPC, CPPB
Purchasing Manager

LG:CC

COMPANY: ePlus Group, Inc.

BY: 

(Signature / Date)

BRUCE M. BOWEN
PRESIDENT

(Printed Name)

"Serving Idaho citizens through effective services to their governmental agencies"

Bill To:
State of Idaho

**Send invoices to the address
 listed
 below or as indicated in the
 comments or instructions
 field
 Boise, ID 83720-0075**



State of Idaho

THIS NUMBER MUST APPEAR
 ON ALL DOCUMENTS

Statewide Blanket Purchase Order Contract Renewal

**Statewide Blanket
 Purchase Order
 SBPO1202 - 01**

DELIVER TO: **State of Idaho Various Agencies
 Various State Agencies
 located throughout Idaho

 Various, ID 83701**

Date: **Mon Aug 15, 2005**

F.O.B: **Destination**

Terms: **net/30**

VENDOR: **ePlus Group, Inc.
 Attn: Pamela E. Mitten
 400 Herndon Parkway
 Herndon, VA 20170
 Attn: Federal Contracts Manager
 PMitten@EPLUS.com
 Phone: 703 984-8172
 :
 :**

Start of Service Date **Thu Jul 01, 2004**

End of Service Date: **Thu Jun 30, 2006**

RFQ#: **RFQ04322**
DOC#: **PREQ8666**

File Attached: ☐ **SBPO169Extension.pdf**

Buyer: **GERRY SILVESTER 208-332-1608**

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		100000.00
	Total:			100000.00
Blanket Comments:	Primary ePlus Group Account Contacts: Account Executive - Responsible for over all account management including but not limited to initial relationship establishment, documentation negotiation, executive level interaction, and problem escalation and resolution. Account Executive- Mark Caton (858) 756-7568- Direct (619) 807-0202- Cell email: mcaton@eplus.com Account Manager - Responsible for day to day account interaction, user assistance and problem resolution. Team Leader- Sandra Lewis			

	(703) 984-8172- Direct email: slewis@eplus.com Administrator - A dedicated group of ePlus employees that will be led by the Account Manager to provide the State with the highest level of service. The team will be responsible for the day to day operations, which includes but is not limited to, Processing daily orders, reconciling/processing invoices and handling any issues with the customers may have. Administrator- Sara Akhtar (703) 984-8167-direct email: sakhtar@eplus.com
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Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Financial Leasing Services for Information Technology Equipment for State of Idaho Agencies (946-54) (nt)	1 LT	100000.00	100000.00

	Instr: The dollar amount is merely an estimate and no guarantee of volume is implied.	
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General Comments:	<p>.....CONTRACT SBPO1202 RENEWAL</p> <p>This Contract Renewal and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO169 dated July 5, 2001 ("Contract") for Master Leasing Agreement for Information Technology Equipment, for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between ePlus Group, Inc., as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:</p> <p>All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this RENEWAL is July 1, 2005.</p> <p>This Contract is extended for one (1) year, commencing July 1, 2005 and expiring June 30, 2006. The same terms, conditions and pricing provisions prevail for the contract extension period.</p>
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Instructions:	
Freight / Handling Included in Price	/s/ Gerry L. Silvester

	By: GERRY L. SILVESTER
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Contract Renewal

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Bill To:
State of Idaho

Send invoices to the
address listed
below or as indicated in
the
comments or
instructions field
Boise, ID 83720-0075



State of Idaho

Statewide Blanket Purchase Order

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

**Statewide Blanket
Purchase Order
SBPO1202**

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701

Date: Mon Oct 04, 2004

F.O.B: Destination

Terms: net/30

Contract Thu Jul 01, 2004
From
Date

VENDOR: ePlus Group, Inc.
Attn: Pamela E. Mitten
Federal Contracts Manager
400 Herndon Parkway
Herndon, VA 20170

Contract Thu Jun 30, 2005
To Date:

RFQ#: [RFQ04322](#)
DOC#: [PREQ8666](#)

Buyer: [GERRY L.
SILVESTER](#) 208.327.7325

File(s) Attached:



SBPO169Extension.pdf

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Financial Leasing Services for Information Technology Equipment for State of Idaho Agencies (946-54) (nt)	1 LT	100,000.00	100,000.00
	Instr: The dollar amount is merely an estimate and no guarantee of volume is implied.			
	<p>.....CONTRACT SBPO169 RENEWAL</p> <p>This Contract Renewal and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO169 dated July 5, 2001 ("Contract") for Master Leasing Agreement for Information Technology Equipment, for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between ePlus Group, Inc., as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:</p> <p>General Comments: All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this RENEWAL is July 1, 2004.</p> <p>This Contract is extended for one (1) year, commencing July 1, 2004 and expiring June 30, 2005. The same terms, conditions and pricing provisions prevail for the contract extension period.</p> <p>A New Contract Number has been assigned to this Contract. It is shown in the upper right hand corner of the first page of this document. Please refer to this number for all transactions pertaining to this Contract.</p>			
Instructions:		Gerry L. Silvester		
Freight / Handling Included in Price		By: GERRY L. SILVESTER		



State of Idaho

DIRK KEMPTHORNE

Governor

PAMELA I. AHRENS

Director

JAN COX

Administrator

E-mail: jcox@adm.state.id.us <http://www2.state.id.us/adm/purchasing>

Department of Administration

Division of Purchasing

5569 Kendall Street

P.O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465 or FAX (208) 327-7320

August 18, 2004

via email MCaton@EPLUS.com

EPLUS GROUP, INC

Attn: Mark Caton

400 Herndon Parkway

Herndon VA 20170

Dear Mr. Caton:

Re: Extension of Statewide Contract SBPO 169 for Leasing of IT Equipment for various State of Idaho Agencies, Institutions, and Departments.

The state of Idaho would like to extend the above referenced statewide contract for a period of one (1) year effective July 1, 2004. The same terms, conditions, and pricing structure would prevail for the contract extension period.

If this acceptable to your company, please sign in the appropriate space below and return to the Division of Purchasing by **August 25, 2004**. Upon receipt of your response and subject to approval by this office we will send a copy of the contract change order to you for your records.

Thank you for your consideration in this matter.

Sincerely,

Gerry L. Silvester

Gerry L. Silvester
Purchasing Officer

Approved: ☒ Yes ☐ No

COMPANY: ePlus Group, Inc.

By: *Bruce M. Bowen*, 9/2/04

(Signature/Date)

BRUCE M. BOWEN

PRESIDENT

(printed name)

P U R C H A S E O R D E R

State of Idaho, Dept. of Admin., Division of Purchasing

Date: 07/05/01

Time: 16:04

Page: 1 of 1

+-----+
| SBPO 169 0 |
+-----+

Vendor: EPLUS GROUP, INC
Attn: Mark Caton
400 Herndon Parkway
Herndon VA 20170

Terms: Net 30 Days
FOB: Dest-Freight Prepaid & Allowed
Buyer: Mark Little
Stated In: USD

Master Lease Agreement for True Operating Leases for a three (3) year period with options to renew for two (2) additional one (1) year periods.

Master Leasing Agreement for Information Technology (IT) Equipment
NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

Master Leasing Agreement for Information Technology (IT) Equipment, for various State of Idaho agencies, institutions, and departments for a period of three (3) years. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) in the form of individual equipment schedules against this Master Leasing Agreement on an as needed basis

Contract Number: SBPO1202 (formerly SBPO 169)
Contract Title: Master Leasing Contract for IT Equipment
Effective Dates: July 2, 2001 through June 30, 2004 with options for two one-year renewals
Delivery Zone/Area: All
Contract Type: Mandatory
Public Agency Clause: Yes
Contract Administration: Gregory Lindstrom, Information Technology Purchasing Officer
or Gerry Silvester, Sr. Purchasing Officer
Phone Number: 208-322-1609 or 208-322-1608
E-Mail: gregory.lindstrom@adm.idaho.gov or gerry.silvester@adm.idaho.gov

Contractor Name: ePlus Group, Inc.
Contact: Sandra Lewis
Address: 400 Herndon Parkway
City, State, Zip: Herndon, VA 20170
Fed. I.D. Number: 54-1569467
Phone Number: 703-709-1946
Toll Free Number: 800-827-5711
Fax Number: 703-834-5718
E-Mail: slewis@eplus.com

Order Placement Address: Same as above
Minimum Order Quantity: None
Minimum Dollar Amount: None
Delivery Time: Not applicable
FOB/Freight: Destination, Freight Prepaid
Payment Terms: Net30
Payment Address: ePlus Group, Inc.
P O Box 8500-5270
Philadelphia, PA 19178-5270

Special Order Information: Agencies will follow and use a Leasing Policies & Procedures document to Establish Individual Rent Schedules

Contract Items: Leasing Services for IT Equipment and associated Maintenance, & Services.
See attached 11 Page Special Terms for Master Leasing Agreement.

Contract Pricing: See attached One (1) page Rental Rate Factor Schedule (changes quarterly)

INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY

THIS CONTRACT CONSISTS OF THE FOLLOWING and in the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

- A. This Notice of Contract (SBPO 169) Award;
- B. The State of Idaho's Invitation to Bid dated May 5, 2001 Bid 972, incorporated herein by reference as though set forth in full; and
- C. ePlus, Inc.'s signed bid dated June 12, 2001, in response to BID 972, with negotiated changes of June 26, 2001 with Mark Caton incorporated herein by reference as though set forth in full.

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the REQUISITIONING AGENCY or as directed by the requisitioning agency. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

STATE AGENCY: Invoices are to be paid through data entry of expenditures into the State Controller's STARS system using established State Contract payment procedures. THE DIVISION OF PURCHASING'S ASSIGNED STATE CONTRACT NUMBER MUST BE SHOWN IN THE MPC FIELD OF THE STARS PAYMENT TRANSACTION RECORD.

Signature: Gerry L. Silvester

Rental Rate Factor Schedule SBPO 169 7/1/01 - 9/30/01

Rate Factor with Payment made Using State of Idaho Purchasing Card

<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Monthly Arrears Payment Rent Factor		
0.090723 per month	0.050574 per month	0.037331 per month
Quarterly Arrears Payment Rent Factor		
0.273426 per quarter	0.152594 per quarter	0.112570 per quarter
Semi-Annual Advance Payment Rent Factor		
0.530722 semi-annual	0.296511 semi-annual	0.218913 semi-annual
Annual Advance Payment Rent Factor		
1.041053 per year	0.581742 per year	0.429563 per year

Rate Factor **without** Payment made Using State of Idaho Purchasing Card

Monthly Arrears Payment Rent Factor		
0.088077 per month	0.049248 per month	0.036389 per month
Quarterly Arrears Payment Rent Factor		
0.265903 per quarter	0.148595 per quarter	0.109735 per quarter
Semi-Annual Advance Payment Rent Factor		
0.516152 semi-annual	0.288755 semi-annual	0.213425 semi-annual
Annual Advance Payment Rent Factor		
1.012500 per year	0.566565 per year	0.418821 per year

Multiply Rental Rate Factor times Equipment purchase price to obtain periodic payment amount.

For example, a Schedule containing equipment with a purchase price of
\$50,000 (without Pcard) would have the following periodic payment amounts:

\$50,000	X	0.036389	=	\$1,819.46 monthly in arrears for three years
\$50,000	X	0.109735	=	\$5,486.74 quarterly in arrears for three years
\$50,000	X	0.213425	=	\$10,671.24 semi-annually in advance for three years
\$50,000	X	0.418821	=	\$20,941.03 annually in advance for three years

Rate Factors fixed from 7/02/01 through 9/30/01

The Rate factor may be adjusted each quarter, beginning 10/01/01. The change will be based upon the percentage of change in the Three (3) Year Treasury Bill Rate as shown in the Wall Street Journal as of the first business day of June 2001 to the rate shown on the first business day of September 2001. Subsequent quarterly adjustments will use a similar procedure and calculation method.

SPECIAL TERMS AND CONDITIONS**MASTER LEASE AGREEMENT (“Master Agreement”)**

The following Special Terms and Conditions - Master Lease Agreement (“Master Agreement”) are in addition to the State’s STANDARD CONTRACT TERMS AND CONDITIONS (as described herein). They are intended to govern the procedures applicable to leasing of assets for the state of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration.

INCORPORATION OF TERMS AND CONDITIONS: The State’s STANDARD CONTRACT TERMS AND CONDITIONS (trintrnt.doc – Rev 3/23/99), subject to the excluded paragraphs herein listed, are hereby incorporated by reference into this Master Agreement as if set forth herein in their entirety. The State’s STANDARD CONTRACT TERMS AND CONDITIONS are located on the Internet at <http://www2.state.id.us/adm/purchasing>. If you are unable to access the Internet, a copy of the State’s CONDITIONS AND INSTRUCTIONS TO BIDDERS and the State’s STANDARD CONTRACT TERMS AND CONDITIONS may be obtained by contacting the Division of Purchasing at 208-327-7465. The following numbered paragraphs from the State’s STANDARD CONTRACT TERMS AND CONDITIONS are excluded from this Master Agreement:

Paragraphs 1 (Termination), 17 (Risk of Loss), 22 (Government Regulations), 23 (Hot Goods), 24 (Year 2000 Warranty), and 25 (Patents and Copyright Indemnity). In the event of any conflict between the Special Terms and Conditions of this Master Agreement and any other provisions in the State’s STANDARD CONTRACT TERMS AND CONDITIONS, the Special Terms and Conditions of this Master Agreement will govern.

Definitions.

Asset(s). All of the personal property, including hardware, software or licensed products, services, and/or maintenance listed on any Schedule.

Asset Unit Cost Value. The original purchase price for the Asset (as paid by Lessor).

Casualty Value. The Casualty Value for any Asset shall be the amount necessary to reimburse the Lessor upon an Event of Loss. The Casualty Value at any point during the Schedule Term shall be the applicable Casualty Value Percentage multiplied by the Asset Unit Cost Value as shown on the Schedule.

Commencement Date. The date(s) Lessee's obligation to pay Rent begins, which will be the acceptance date for each Asset.

Fiscal Period. The period July 1 through June 30, unless otherwise stated on a Schedule.

Initial Schedule Term. The period initially agreed to constitute the lease period as set forth in the Schedule.

Lessor. The entity awarded a leasing contract in response to the state of Idaho’s Request for Proposal, and its permitted successors and assigns.

Lessee. For purposes of this Master Agreement, the state of Idaho, by and through its statutory agent, the Division of Purchasing within the Department of Administration. For purposes of a Schedule, a State Agency, Public Agency, and its permitted successors and assigns.

Manufacturer. The manufacturer of the Asset to be leased under this Master Agreement.

Public Agency. Means any city or political subdivision of the state of Idaho, including, but not limited to counties, school districts, highway districts, port authorities, and instrumentalities of counties, cities, or any political subdivision created under the laws of the state of Idaho, but excluding State Agencies.

Renewal Schedule Term. Any period subsequent to the Initial Schedule Term.

Rent. The payment by Lessee to Lessor of money for the lease of the Asset(s) covered by the Schedule.

Schedule. The document specifying the Asset(s), Rent payments, Casualty Values, Lessor's costs and other information.

Schedule Term. For each Schedule shall include the Initial Schedule Term and any Renewal Schedule Terms.

State. State of Idaho.

State Agency. Any State level government department, division, bureau, board, commission, or institution, including State level offices of elected officials and the State level legislative and judicial branches of state government.

Vendor. The manufacturer or provider of the Asset as well as the agents or dealers of the manufacturer or contractor to whom Lessee has issued an order for all or any portion of the Asset.

1. Rent Factor Determination. The Rent applicable to each Schedule shall be based upon multiplying the Lessor’s Lease Rate Factor (Rate Factor) by the Asset Unit Cost Value shown on the Schedule. Rent for any executed Schedule shall be firm and unchanging for the Schedule Term. Beginning with the first quarter following the execution of this Master Agreement, but no more than quarterly thereafter, the Rate Factor may be adjusted. The adjustment will be based upon the percentage change in the Three (3) Year Treasury Bill rate as shown in the Wall Street Journal as of the first business day of the month prior to the execution date of this Master Agreement to the first business day of the month prior to the date of the applicable Schedule. Subsequent quarterly adjustments during the term of this Master Agreement will use a similar procedure and calculation method.

2. Schedules. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, subject to the terms and conditions of this Master Agreement, the Assets described in each Schedule that is executed pursuant to this Master Agreement. Each Schedule shall be substantially in the form of Attachment A attached hereto. Subject to the limitations in this Master Agreement, the parties may amend or add Schedules at any time prior to the expiration or termination of this Master Agreement. When Assets refers to software licensed to Lessee it shall be understood that said software shall continue to be owned by licensor as set forth in the applicable software license agreement. Each Schedule constitutes a separately assignable agreement between the parties and is deemed to and shall incorporate in full the terms and conditions of this Master Agreement. Each Schedule may also include other similar terms and conditions upon which the Lessee and the Lessor agree, provided, however, that such Schedule shall not, under any circumstances, include any term that is not consistent with the terms of this Master Agreement.

3. Term of Master Agreement and Schedules. The term of this Master Agreement shall commence on the execution date and shall continue for a three (3) year period. Upon mutual agreement of the parties, this Master Agreement may be renewed or extended for two (2) additional one (1) year periods for a total of five (5) years. The Initial Schedule Term shall be as set forth in each Schedule. Any period subsequent to the Initial Schedule Term is a "Renewal Schedule Term." The sum of all Renewal Schedule Terms for a single Schedule shall not exceed one (1) year. Notwithstanding anything in this Master Agreement to the contrary, in no event shall the initial term of any Schedule (i) have a duration of less than twelve (12) months, (ii) have a duration of greater than thirty-six (36) months, or (iii) commence after the expiration or termination of this Master Agreement. The terms and conditions of this Master Agreement shall apply for the full term of any Schedule. Lessor shall provide two (2) notices to Lessee: (i) at ninety (90) calendar days before the end of the applicable Schedule Term that the Schedule Term is ending and (ii) at forty (40) calendar days before the end of the applicable Schedule Term that the Schedule Term is ending. Unless the Lessee shall have provided Lessor with thirty (30) calendar days prior written notice of intent to renew or extend the term of the Schedule, each Schedule shall be at an end and not less than all of the Assets shall be made available by Lessee at a single location ready for packaging, pick up, and removal from the premises by Lessor. Upon mutual written agreement between the parties, a Schedule may continue at the Rent last in effect, for successive one -month terms beyond the expiration of the Initial Schedule Term. With respect to any Schedule, the total of all Renewal Schedule Terms shall not exceed one (1) year.

4. Rent; Non-Abatement; Late Payments. As Rent for the Assets, Lessee shall pay Lessor the amounts due as listed in each Schedule (in arrears) no later than the 10th day of each month for the prior month. Rent payments will commence the first month following the Commencement date. Interim Rent shall not be permitted. Each Schedule is a net lease and except as specifically provided herein, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Assets. Lessee acknowledges and agrees, subject to Section 5 or except for cases of non-appropriation of funds, that its obligation to pay Rent and other sums payable, and the rights of Lessor and Lessor's assigns, shall be absolute and unconditional in all events, and shall not be subject to any abatement, reduction set-off, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, the manufacturer, vendor, or maintainer of the Assets, Lessor's assigns, or any person for any reason whatsoever. On all amounts not paid by Lessee when due, late charges shall accrue at the rate of five percent (5%) of the Rent per month (or the maximum rate allowable by law, if less) commencing ten (10) calendar days from the date due and shall be paid for the period through the date the late payment is made.

5. Acquisition, Selection; Acceptance. Information technology hardware from future information technology contracts as well as individual State Agency or Public Agency bids or purchases may be placed on a Schedule. Prior to bidding for future contracts, the Lessor will be consulted and its approval sought to place items on a Schedule. The State also intends to use existing statewide information technology hardware contracts for its primary source of hardware to be rented under this Master Agreement. The principal hardware contracts to be used by the State are listed on the State's web site (Statewide Contracts & Price Agreements – <http://www2.state.id.us/adm/purchasing/stwrecap.htm> under the Computers & Peripherals-Including WSCA Contracts Description column), although other contracts not listed may also be used. Lessee shall issue its own order to the Manufacturer or Vendor of its choice for the Assets to be leased under this Master Agreement. Such order will contain instructions that upon Acceptance of the Asset by Lessee, full payment by the Lessor to the Vendor of the invoiced purchase price of the Asset will be made. The Lessor shall then promptly effect payment of the invoice in accordance with its terms and deliver to Lessee reasonably satisfactory evidence of such payment.

If the full invoice purchase price for any such Asset is not so paid to the Manufacturer or Vendor as provided in this Section, the Lessee shall have the absolute right, in its discretion, without waiving or releasing any other rights it may have, (i) to make such payment to the manufacturer or vendor, whereupon all of the Lessor's right in and title to such Asset shall automatically vest in Lessee, and (ii) to withhold any Rent payment, and/or (iii) to terminate this Master Agreement or any Schedule and all of the Lessee's obligation to such Asset. The Assets are of a size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. Neither the manufacturer nor the vendor is an agent of Lessor. Promptly upon delivery, Lessee will inspect the Assets, and, not later than ten (10) business days thereafter, Lessee will execute and deliver either (i) an Acceptance Certificate for the Assets (in substantially the same form as Attachment B attached hereto) to the

Lessor, or (ii) written notification of any defects in the Assets to the Manufacturer or Vendor. Lessor and Lessee agree that ten (10) business days is a reasonable opportunity to inspect the Assets. Lessee shall execute an Acceptance Certificate only for Assets accepted, including partial deliveries of Assets.

6. Warranties: Assignment, Quiet Enjoyment and Disclaimer, Indemnity.

(a) Each Schedule is a "finance lease" as defined by the Uniform Commercial Code and provided there is no Default (as defined herein) or the Schedule has not otherwise been terminated, Lessor hereby assigns to Lessee all assignable warranties applicable to the Assets.

(b) Provided there is no Default by Lessee under this Master Agreement or any Schedule, Lessor will not interfere with Lessee's quiet use and enjoyment of the Assets.

(c) EXCEPT FOR THE PROVISIONS OF 5(b) ABOVE, WITH REGARD TO THE ASSETS, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION: THOSE OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE, OF CONDITION, PERFORMANCE, SUITABILITY OR DESIGN, OR CONFORMITY TO ANY LAW, RULE, REGULATION, AGREEMENT OR SPECIFICATION, OR OF INFRINGEMENT OF ANY PATENT, TRADE SECRET, TRADEMARK, COPYRIGHT OR OTHER INTANGIBLE PROPERTY RIGHT.

7. Installation; Use; Alterations; Repair and Maintenance.

(a) Lessee shall provide a place of installation that conforms to the requirements of the Manufacturer or Vendor.

(b) Subject to the terms hereof, Lessee shall be entitled to unlimited use of the Assets except that software use shall be in accordance with the terms and conditions of the applicable software license. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specifications of the manufacturer, the Assets are not designed or reasonably suited. Lessee shall use the Assets in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements and laws, with regard to the use, operation or maintenance of the Assets.

(c) Upon Lessor's prior written consent, Lessee may make alterations or improvements (the "Improvements") to the Assets which increase the quality, value and capacity of the Assets, provided, however, Lessee shall, immediately upon installing the Improvements, pass title to such Improvements to Lessor free and clear of all liens and encumbrances.

(d) Lessee shall be solely responsible for the delivery, installation, maintenance and repair of the Assets. During the Schedule Terms, Lessee shall (i) keep the Assets in good repair, condition and working order; and (ii) permit access to the Assets for installation of engineering changes required to maintain the Assets at the Manufacturer's current engineering levels.

8. Ownership; Inspection; Relocation; Personal Property.

The Assets shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license. Lessee shall have no right, title or interest in the Assets outside of the leasehold interest created by this Master Lease and any Schedule. Lessee agrees that the Lessor is authorized, at its option, to file financing statements or amendments thereto without the signature of Lessee with respect to any or all of the Assets. If a signature is required by law, then the Lessee agrees to sign and deliver to Lessor any financing statements reasonably requested by Lessor with respect to the Assets. Lessor shall be responsible for all fees related to the filing of such financing statements. Lessor, its assigns or their agents shall, upon ten (10) calendar day's prior written notice to Lessee, be permitted free access at reasonable times during Lessee's regular business hours to inspect the Assets. Lessee shall at all times keep the Assets within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Assets to another location of Lessee within the continental United States. Lessee agrees that the Assets shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Lessor may affix labels or markings to the Assets indicating Lessor's ownership therein. Lessee shall keep all equipment free from any marking or labeling that might be interpreted as a claim of ownership by Lessee or any other party (other than Lessor).

9. Liens; Taxes.

Lessee shall at its expense keep the Assets free and clear of all levies, liens, and encumbrances, except those in favor of Lessor or its assigns. Throughout the Schedule Term, Lessee shall declare and pay all license fees, registration fees, and charges related to the Assets, excluding any taxes based or measured solely on Lessor's net income. Any personal property taxes assessed upon the Lessor's ownership of the Assets shall be paid by Lessor, but upon presentation of satisfactory evidence of payment, will be reimbursed by Lessee. Lessee is hereby appointed attorney-in-fact of Lessor solely to declare, file and pay all of the aforementioned amounts when due and owing for any period assessed while Lessee is in possession of the Assets.

10. Risk of Loss. Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss with respect to any Asset damage, destruction, loss, theft, or governmental taking, whether partial or complete. No event of loss shall relieve Lessee of its obligation to pay Rent under any Schedule. If any Asset is damaged, Lessee shall promptly notify Lessor and at Lessee's expense, within sixty (60) days of such damage, cause to be made such repairs as are necessary to return such item to its previous condition. In the event any Assets are destroyed, damaged beyond repair, lost, stolen, or taken by governmental action for a stated period extending beyond the term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor and pay to Lessor, on the next Rent payment date following such Event of Loss, an amount equal to the Casualty Value for the Asset suffering the Event of Loss then in effect as set forth on the Schedule. After payment of such Casualty Value and all Rent due and owing on and before such Rent payment date, Lessee's obligation to pay further Rent allocable to the Asset which suffered the Event of Loss shall cease. After receipt of such Casualty Value and all rents due and owing, or any other recovery received, the Assets for which such Casualty Value was received shall be conveyed to Lessee **AS IS, WHERE IS** and free and clear of all liens and encumbrances created by or arising through Lessor, but otherwise **WITHOUT FURTHER WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE.**

11. Insurance. Lessee, at its expense, shall maintain insurance as required by this Master Lease in an amount not less than the Casualty Value of the Assets. All insurance policies shall be with insurers having a Best's rating of AV or better and be licensed in Idaho. Such insurance policies shall apply to any State Agency Schedules executed under this Master Agreement (but excluding those Schedules applicable to Public Agencies). Upon written request from Lessor, Lessee, for State Agencies, through its Office of Insurance Management within the state of Idaho's Department of Administration, shall furnish Lessor with either (i) a certificate of insurance executed by a duly authorized representative of each insurer, or (ii) verification of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect. Upon Lessor's written request, Lessee shall promptly provide Lessor with a copy of the insurance policy. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Lessor may choose to maintain. All certificates shall provide for thirty (30) days' written notice to Lessor prior to cancellation or material change of any insurance referred to therein. No insurance shall be subject to any co-insurance clause. Such insurance shall include property insurance, written on an "all risks" or equivalent form, which covers damage to the kinds of Assets covered by the Schedule, and in the amounts equal to the Casualty Values shown in the Schedule. If not covered within the property policy, a Comprehensive Crime policy, covering loss by theft of property or by acts of dishonesty for the Lessee's officers or employees, will be included.

12. Surrender of Assets. On the last day of the Schedule Term or on any earlier termination date as provided herein, Lessee shall make available for retrieval by Lessor the Assets in good repair, condition and working order, ordinary wear and tear alone excepted, at the Asset location or other mutually agreed upon location. Lessee at its sole cost and expense shall be responsible for de-installation (i.e. FDISK or such other appropriate procedure to protect confidentiality of the equipment), preparation for removal, consolidation, and placement at a single location. Lessor shall then be responsible for packaging, pickup and removal of the Assets upon five (5) business days prior written notice. If Lessee fails to make the equipment available for de-installation as provided in this Section, the Lessor may assess Rent in accordance with the most recent applicable Schedule. If the Lessor assesses any additional Rent under this Section, the Lessor shall prorate the Rent for the time period during which the Lessee fails to make the equipment available to Lessor for packaging, pickup, and removal from Lessee's premises. Lessor shall arrange for, insure, and pay for packaging and removal of the Assets from Lessee's facility, provided that if Lessor fails to retrieve any equipment within thirty (30) calendar days after expiration of the term on the associated schedule, Lessee may, in its sole discretion either: (a) transport the equipment to a storage facility, or (b) transport such Assets to Lessor's nearest facility. Lessor shall be obligated to reimburse Lessee for all costs and expenses associated with storage and/or transportation of the Assets. Each Asset returned shall be the Whole Unit. Whole Units shall be defined as follows: (i) Servers consisting of CPUs and or processors, server cabinets, memory, base disk drives, expanded disk storage, storage controllers, network controllers, graphics cards, power supplies, cables, tapes drives and external devices to include disk subsystems, optical systems, additional tape drives, manuals, etc. (ii) Personal Computers and/or Desktops consisting of the CPU, memory, hard drives, monitor, modems, CD ROM, diskettes drives, Ethernet cards, keyboards, manuals, etc. (iii) Printers consisting of base printer, cables, memory, trays, etc. (iv) Laptops consisting of memory, hard drives, modems, CD ROM, diskettes drives, Ethernet cards, manuals, etc., and (v) Individual Hubs and Routers consisting of all internal devices. All copies of operating software which were pre-loaded on the Assets when delivered to Lessee or included in the Schedule shall be made available to Lessor at the conclusion of the Schedule Term. Lessee shall further take all actions reasonably required to transfer Lessee's rights under all software licenses to Lessor, to the extent permitted by such license, including, but not limited to, destroying all additional copies of such software and certifying the same to the best of its knowledge to Lessor. Lessee shall, at its expense, cause each returned Asset to be repaired as necessary to qualify for maintenance by the manufacturer and to contain all current manufacturer-prescribed engineering changes. This Section shall not derogate from Lessor's right, to be exercised in its sole discretion, to obtain return of all Assets on the last day of any Schedule Term, or to declare a Default for any failure of Lessee to so return the Assets.

13. Representations, Covenants. Lessee makes the following representations and covenants concerning this Master Agreement and applicable Schedules: (a) The Lessee is a public body corporate and politic and is authorized by the Constitution and laws of the state of Idaho to carry out its obligations under this Master Agreement and applicable Schedules; (b) this Master Agreement and applicable Schedules have been duly authorized, executed, and constitute a valid, legal and binding agreement, enforceable in accordance with their terms; (c) No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by the Lessee of this Master Agreement and Applicable Schedules and the transactions contemplated thereby; (d) The entering into and performance of the Lease will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Asset(s) subject to this Master Agreement and Applicable Schedules pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound; (e) Lessee has complied with any applicable public bidding requirements in connection with this Master Agreement and Applicable Schedules and the transactions contemplated thereby; (f) The Asset(s) are personal property and when subject to use by the Lessee will not be or become fixtures under the law of the state of Idaho; and (g) There are no actions, suits or proceedings pending or to our knowledge, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which, if adversely determined, will have a material, adverse effect on the ability of the Lessee to perform its obligations under this Master Agreement and Applicable Schedules.

14. Default and Remedies.

(a) The occurrence of any of the following events shall constitute a default ("Default") under a Schedule: (i) Lessee fails to make any Rent payment or any other amount payable to Lessor pursuant to any Schedule when due and such nonpayment continues for a period of ten (10) business days after written notice of such nonpayment by Lessor to Lessee; (ii) the failure by Lessee to perform or observe any other term, covenant or condition of this Master Agreement, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after written notice thereof from Lessor; (iii) insolvency by Lessee; (iv) Lessee's filing of any proceedings commencing bankruptcy, or the filing of an involuntary petition against Lessee, or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (v) the subjection of a substantial part of Lessee's property or any part of the Assets to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (vi) if any representation or warranty made by Lessee in this Master Agreement, an applicable Schedule, or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets shall be untrue in any material respect.

(b) Upon the occurrence of a Default and at any time thereafter, Lessor may, in its sole discretion, do any one or more of the following: (i) By written notice to Lessee, terminate the affected Schedules; (ii) Proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages; (iii) Whether or not the Schedule is terminated, upon written notice to Lessee, take possession of the Assets wherever located, without further demand, liability, court order or other process of law, and for such purposes Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Assets are located or cause Lessee, and Lessee hereby agrees, to return such Assets to Lessor in accordance with the requirements of Section 12; (iv) By notice to Lessee, to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and not as a penalty, the sum of (a) the Casualty Value set forth on the Schedule as of the date of default, or if Casualty Values are not shown on such Schedule, all Rent due during the remainder of the Schedule Term; (b) all Rent and other amounts due and payable on or before the date of Default; (c) costs, fees (including reasonable attorneys' fees and court costs), and expenses; and (d) interest on (a) and (b) from the date of Default at 1 1/2% per month or portion thereof (or the highest rate allowable by law, if less) and on (c) from the date Lessor incurs such fees, costs or expenses.

(c) Upon return or repossession of the Assets, Lessor shall use reasonable efforts to sell, re-lease or otherwise dispose of such Assets in such manner and upon such terms as Lessor may determine in its sole discretion. In the event Lessor is unable (pursuant to the conditions of any applicable software license agreement or otherwise) to relicense any software included in the Assets, Lessee waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, license or otherwise use any software in mitigation of Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Upon disposition of the Assets, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Assets shall be the sale price paid to Lessor less the Casualty Value in effect as of the date of Default. Proceeds upon a re-lease of the Assets shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at the Lessor's current applicable debt rate. "Net Proceeds" shall be the proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Assets, in the remarketing or disposition thereof, or otherwise as a result of Default, including any court costs and attorneys' fees and interest on the foregoing at eighteen percent (18%) per annum (or the highest rate allowable by law, if less), calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceed the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

(d) No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon a Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

15. Effect of Waiver; Substitute Performance by Lessor. No delay or omission in exercising any right or remedy accruing to Lessor upon any breach or default of Lessee shall impair any such right or remedy or be construed to be a waiver of any such breach or default, nor shall any waiver of any single breach or default be construed to waive or impair Lessor's rights and remedies with respect to any breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval on the part of Lessor of any breach or default under this Master Agreement or any Schedule, or of any provision or condition hereof, must be in writing and shall be effective only to the extent such writing specifically sets forth. Should Lessee fail to make any payment or do any act as herein provided, Lessor shall have the right, but not the obligation, and without releasing Lessee from any obligation hereunder, to make or do the same. All sums so incurred or expended by Lessor shall be immediately due and payable by Lessee and shall bear interest at eighteen percent (18%) per annum (or the highest rate allowable by law, if less), calculated from the date incurred until received by Lessor.

16. Assignment by Lessor; Assignment or Sublease by Lessee. Lessor may, following written approval and consent by the Administrator, Division of Purchasing, which consent will not be unreasonably withheld, (i) assign all or a portion of Lessor's right, title and interest in this Master Agreement and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in this Master Agreement, any Schedule and/or any Assets; and/or (iii) sell or transfer its title and interest as owner of any Assets and/or as Lessor under any Schedule. Prior to effecting any assignment the Lessor shall provide to the Lessee and the Administrator, Division of Purchasing, a duplicate counterpart of the Assignment agreement disclosing the name, address, social security number or tax identification number, and instructions regarding to whom Rent payments should be sent. The assignee's right to payment shall be subject to all the terms of this Master Agreement and/or Schedule, including, but not limited to, the Lessee's right to terminate or suspend this Master Agreement or Schedule and the Rent payments hereunder. Lessee further understands and agrees that Lessor's assigns, following written approval and consent by the Administrator, Division of Purchasing, which consent will not be unreasonably withheld, may each do the same (hereunder collectively "Assignment"). The Assignment shall not result in the issuance of certificates of participation with respect to Rent payments to be made hereunder. All such Assignments shall be subject to Lessee's rights under the assigned Schedule. Lessee acknowledges that the assigns do not assume Lessor's obligations hereunder and agrees to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which the Lessee may possess against the Lessor or any other party for any reason. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein. Lessor and Lessee acknowledge and agree that no Assignment shall be deemed to materially change Lessee's duties or obligations or materially increase the burden of risk imposed on Lessee hereunder. Without the prior written consent of Lessor, Lessee shall not assign, sublease, transfer, pledge or hypothecate this Master Agreement, any Schedule, the Assets, any part thereof, or any interest in the foregoing. Any attempted assignment in a manner other than as provided in this Section will be null and void.

17. Audit Rights. The Lessor agrees to allow State and federal auditors and State Agency staff access to all the records relating to this Master Agreement and Schedules for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

18. Administrative Fee. The Rent to be paid by the State agencies (including Public Agencies) shall be the Rate Factors bid by the Lessor (plus or minus any quarterly adjustments) plus one and one-quarter percent (1.25%). The additional percentage shall represent the State's contract usage administrative fee. No less than quarterly, the Lessor shall remit to the State through its Division of Purchasing, an amount equal to the one and one-quarter percent (1.25%) of the Lessor's quarterly Rent revenue from Schedules executed under this Master Agreement.

19. Payments – Purchasing Card. Rent payments for Schedules under this Master Agreement may be made by State Agencies using the State's MasterCard Purchasing Card (Pcard). The Lessor agrees to accept Pcard payments without any additions or surcharges.

20. Reports. The Lessor is required to establish a relational database or other Rent revenue tracking system from which quarterly reports can be produced and furnished to the State's Division of Purchasing. For each Schedule executed under this Master Agreement, the Lessor will be required to submit (preferably in electronic format) reports with at least the following minimum information:

- A. Usage reports by State or Public Agency, indicating at a minimum the Schedule number, periodic (month, quarterly, etc.) gross Rent amount received, and Rent payment date.
- B. Custom reports that may be requested from time to time by the State's Division of Purchasing.

The Lessor shall provide the reports promptly, prior to the last day of the month following the end of a calendar quarter, to the State's Division of Purchasing. Subsequent reports will be due on each quarterly anniversary thereafter. The State's Division of Purchasing and the Lessor will mutually agree upon the report format.

21. Miscellaneous.

(a) Notices. Notices shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address first given above (or at such other address as such party shall specify to the other party in writing) or, if sent by certified mail, on the third business day after the day on which mailed. All notices must be signed by the party issuing such notice.

(b) Applicable Law and Disputes. This Master Agreement and each Schedule **SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) OF THE STATE OF IDAHO.** In the event of a dispute between the parties, suit shall be brought in the state courts of Idaho, County of Ada.

(c) Counterparts. Only one original of each Schedule shall be marked "Original." Any and all other copies shall be marked "Copy". NO SECURITY INTEREST IN ANY OF THE SCHEDULE(S) MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MASTER AGREEMENT ALONE OR ANY "COPY" OF A SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" OF THE SCHEDULE INCORPORATING THIS MASTER AGREEMENT BY REFERENCE.

(d) Suspension of Obligations of Lessor. Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is prevented from performing because of causes beyond its control.

(e) Severability. In the event any provision of this Master Agreement or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

(f) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understandings, written or oral, between them with respect to the Assets, other than as set forth in this Master Agreement and in each Schedule and that this Master Agreement and each Schedule contain the entire agreement between Lessor and Lessee. Neither this Master Agreement nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by the party against whom enforcement of such action is sought.

Attachment A

The form of this Attachment A shall be incorporated into each Purchase Order issued by Lessee.

Asset Schedule

1. INITIAL LEASE TERM: _____
2. RENT:
 - Applicable Lease Rate Factor: _____
 - Rent Frequency: _____
 - Rent Payment**: _____
 - Payment processed by State of Idaho Purchasing Card: Yes/No
3. ASSET LOCATION.
4. TOTAL ASSET UNIT COST VALUE: \$_____
5. FISCAL PERIOD. _____ to _____
6. ASSET DESCRIPTION.

** Rent Payment equals the Lease Rate Factor multiplied by Total Asset Unit Cost Value.

This Purchase Order is issued pursuant to Master Agreement No. SBP0169 ("Master Agreement") dated as of July 5, 2001 by and between the Lessee and Lessor stated below and the Acceptance Certificate to be executed upon acceptance of the Assets. By its signature hereon, Lessee represents it has read, understands, agrees to and reaffirms the Terms and Conditions of the Master Agreement, incorporated herein by reference, and the provisions of this Asset Schedule.

Upon execution of the Certificate of Acceptance this Purchase Order shall constitute the Asset Schedule between Lessor and Lessee.

Unless otherwise specified herein, the terms used in this Asset Schedule shall have the same meanings as used in the Master Agreement. Conflicts between the provisions of the Master Agreement, the Purchase Order set forth above and this Asset Schedule are governed by the provisions of this Asset Schedule.

Lessor: ePlus Group, Inc.

Lessee: State of Idaho

Public or State Agency: _____

By: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Attachment B

CERTIFICATE OF ACCEPTANCE

Certificate of Acceptance under Schedule No. _____ to Master Agreement No. SBPO 169 dated as of July 5, 2001 (collectively, the "Lease") between ePlus Group, inc. ("Lessor") and the State of Idaho, Public or State Agency: _____ ("Lessee"), relating to Purchase Order No. _____ dated as of _____

1. Asset(s). The Lessee hereby certifies that the Asset(s) set forth and described in the above mentioned Schedule (or detailed below if less than all Assets on a Schedule) have been delivered to the location(s) set forth in the Schedule, inspected by the Lessee, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: _____, 20_____

2. Representations by the Lessee. The Lessee hereby represents and warrants to the Lessor and any Assignees that on the Date of Acceptance set forth above:

- (a) the representations and warranties of the Lessee set forth in the Schedule are true and correct in all material respects as though made on and as of such Date of Acceptance;
- (b) the Lessee has satisfied or complied with all requirements set forth in the Master Agreement or Schedule to be satisfied or complied with on or prior to such Date of Acceptance;
- (c) no Default under this Schedule has occurred and is continuing on such Date of Acceptance;
- (d) Lessee agrees that during the full Schedule Term it will not replace the leased Asset(s) with similar Asset(s) or services and will use it's best efforts to obtain the necessary funding to continue the Schedule in full force and effect; and
- (e) the provisions set forth herein are part of the contractual agreement between the parties and shall take precedence over the Master Lease Agreement and any provisions incorporated by reference therein.

LESSEE: State of Idaho,
Public or State Agency: _____

BY _____

NAME _____

TITLE _____

INVOICING INFORMATION FORM

Please help us provide a more efficient service to you by completing the information requested below and returning this form to us along with the Schedule, Acceptance Certificate, and any other necessary documentation.

Agency Name: _____

Billing Address: _____

Attn: _____

Accounts Payable Contact: Name _____ Phone (____) _____

Accounts Payable Supervisor: Name _____ Phone (____) _____

Federal Tax ID Number: _____

Lease Number or Purchase Order No. _____

Special Invoicing Requirements: Comment _____

Modification No. 1 dated as of July 5, 2001 ("Modification") to
Master Agreement No. SBPO 169 dated as of July 5, 2001 ("Agreement") between
ePlus Group, inc. ("Lessor") and the State of Idaho ("Lessee")

This Modification is entered into by and between the undersigned Lessee and Lessor pursuant to the Agreement identified above. Conflicts between the provisions of the Agreement and this Modification are governed by the provisions hereof.

Whereas Lessee will issue Purchase Order to the Lessor pursuant to the Agreement;

Whereas upon the execution of the Acceptance Certificate, Lessee and Lessor agree that the Purchase Order shall thereafter be deemed the Asset Schedule;

Now therefore, the parties agree that the following terms and condition shall be included in each Asset Schedule as applicable:

1. **Initial Lease Term.** The period from and including the Commencement Date for each Asset to and including the last day of the month in which the Commencement Date for the last Asset delivered hereunder has occurred, plus the Lease Term as provided on the Purchase Order (not to exceed 36 months).
2. **Rent Frequency.** Lessee shall select one of the following Rent Frequency's based upon the terms as set forth on the Purchase Order:
 - a. **Monthly Arrears.** Due on the last day of the month immediately following the Commencement Date: payment of Rent in the amount specified on the Purchase Order. Rent due thereafter on the last day of each month for the remaining Initial Lease Term.
 - b. **Quarterly Arrears.** Due on the last day of the month immediately following the Commencement Date: payment of Rent in the amount specified on the Purchase Order. Rent due thereafter on the last day of each quarter thereafter for the remaining Initial Lease Term
 - c. **Semi-Annual Advance.** Due on the first day of the month immediately following the Commencement Date: payment of Rent in the amount specified on the Purchase Order. Rent due thereafter on the first day of each six-month period thereafter for the remaining Initial Lease Term.
 - d. **Annual Advance.** Due on the first day of the month immediately following the Commencement Date: payment of Rent in the amount specified on the Purchase Order. Rent due thereafter on the same day each year for the remaining Initial Lease Term.
3. **Casualty Values.** The Casualty Value for any Asset shall be the percentage set forth below of the asset cost set forth on the Purchase Order "Asset Unit Cost Value". If no Asset Unit Cost Value is given for an Asset, its Casualty Value and the proportional Rent calculations for the purposes of Section 10 of the Agreement shall be based on the ratio of Lessor's original purchase price for that Asset to Lessor's original purchase price for all Asset(s) on the Schedule. The below percentages apply from the Rent payment period listed beside the percentage to the next listed Rent payment period.

See the attached Casualty Value Tables A, B, C and D. Lessee shall select one of the following based upon the terms as set forth on the Purchase Order.

By their signatures on the original, Lessor and Lessee represent they have read, understands and agree to the terms and conditions of this Modification.

Lessee and Lessor reaffirm all of the terms and conditions of the Agreement, except as modified hereby, and cause this Modification to be executed by their duly authorized representatives.

Casualty Value Table A
(Monthly Arrears)

<u>Rent Pmt#</u>	<u>C.V. %</u>		<u>Rent Pmt#</u>	<u>C.V. %</u>
1	109.00		25	88.84
2	108.16		26	88.00
3	107.32		27	87.16
4	106.48		28	86.32
5	105.64		29	85.48
6	104.80		30	84.64
7	103.96		31	83.80
8	103.12		32	82.96
9	102.28		33	82.12
10	101.44		34	81.28
11	100.60		35	80.44
12	99.76		36	79.60
13	98.92		37	78.76
14	98.08		38	77.92
15	97.24		39	77.08
16	96.40		40	76.24
17	95.56		41	75.40
18	94.72		42	74.56
19	93.88		43	73.72
20	93.04		44	72.88
21	92.20		45	72.04
22	91.36		46	71.20
23	90.52		47	70.36
24	89.68		48 and thereafter	69.52

Casualty Value Table B
(Quarterly Arrears)

<u>Rent Pmt#</u>	<u>C.V. %</u>
1	109.00
2	106.48
3	103.96
4	101.44
5	98.92
6	96.40
7	93.88
8	91.36
9	88.84
10	86.32
11	83.80
12	81.28
13	78.76
14	76.24
15	73.72
16 and thereafter	71.20

Casualty Value Table C
(Semi-Annual Advance)

<u>Rent Pmt#</u>	<u>C.V. %</u>
1	109.00
2	103.96
3	98.92
4	93.88
5	88.84
6	83.80
7	78.76
8 and thereafter	73.72

Casualty Value Table D
(Annual Advance)

<u>Rent Pmt#</u>	<u>C.V. %</u>
1	109.00
2	98.92
3	88.84
4 and thereafter	78.76

End of Modification No. 1

Modification No. 2 dated as of July 5, 2001 ("Modification") to
Master Agreement No. SBPO 169 dated as of July 5, 2001 ("Agreement") between
ePlus Group, inc. ("Lessor") and the State of Idaho ("Lessee")

This Modification is entered into by and between the undersigned Lessee and Lessor pursuant to the Agreement identified above. Conflicts between the provisions of the Agreement and this Modification are governed by the provisions hereof.

Whereas Lessor will make available its **Manage⁺** services and a 24/7 Web-enabled asset management database program to Lessee;

Now therefore, the parties agree that the following Asset and additional terms and conditions and pricing shall be included in the Agreement:

2. **Asset Management.** During the term of the Agreement, the Lessor shall provide and maintain (including software enhancements) its **Manage⁺** Web-enabled asset management database and related application software and services, including customer set up and training. Lessor shall cause detailed asset information from orders placed on lease to be loaded into **Manage⁺**. Such software will provide detailed asset information to enable the Lessee to proactively manage its fixed asset base. Detail will include but not be limited to:
 - a. **Asset Information:** Contains a brief description and the main information on each asset including serial number, tracking number, purchase order number, manufacturer number, model number, vendor, category, billing code, order date, shipping date, delivery date, install date, equipment status, lease number, lease schedule, lease start date, lease end date, lease term, remaining term, and information on any options ordered with the equipment.
 - b. **Location Information:** The install location including an address, building or room number, or other information required by the Lessee for customization of information.
 - c. **Cost Center Information:** Assets can be invoiced to cost center or budget categories. One asset can be billed to multiple cost centers and all information will be listed under that asset record.
 - d. **Maintenance Information:** Can be used as a maintenance history of the asset. The Lessee will be able to update the tab as maintenance and warranty repairs are made. Includes date, a description of the service performed, and a cost field.
 - e. **Invoice Information:** Information from the original invoice received on the asset for warranty and tracking purposes.
 - f. **Financial Information:** Tracks all financial information on the asset, including, but not limited to, purchase price, lease cost, software license, warranty and maintenance cost information, and end of lease dates.
3. **Additional Manage⁺ Capabilities:** Additional capabilities and functionality include:
 - a. **Integration Capability:** The **Manage⁺** Asset can be used with SMS and other network discovery tools as installed on the Lessee's site to provide real time information to help desk providers. **Manage⁺** can be integrated with any legacy information system. The **Manage⁺** Asset can also provide comprehensive query and reporting capabilities.
 - b. **Query and Reporting Capabilities:** Reports can be generated online and customized to meet Lessee's reporting requirements. This allows Lessee to lower the total cost of ownership by providing the business intelligence required to effectively manage property taxes, software license compliance, end-of-lease notice periods – complicated tasks that span years and are often poorly executed. Reports can be run based on any field in the database, and can be sub-sorted based using multiple filed sorts. Reports include Lease Schedule, Purchase Order, Cost Center, Rebill, and Termination.
3. **Pricing:** During the term of the Agreement (including any extensions) pricing for Lessee's use of the **Manage⁺** Asset will be one-half of one percent for monthly payment leases, one and one-half percent for quarterly payment leases, three percent for semi-annual payment leases, and six percent for annual payment leases. The pricing shall be added to the Rent Factor before application of the State's administrative fee.
4. **Manage⁺ Asset Access:** Electronic or Web access to the **Manage⁺** Asset software application will be made available to the Lessee (Division of Purchasing) at a "super-user" level (i.e., ability to view data subject to this Agreement) for contract monitoring and reporting purposes. Each Lessee (State or Public Agency) shall also have access to its own information through the **Manage⁺** Asset software application.

By their signatures on the original, Lessor and Lessee represent they have read, understands and agree to the terms and conditions of this Modification.

Lessee and Lessor reaffirm all of the terms and conditions of the Agreement, except as modified hereby, and cause this Modification to be executed by their duly authorized representatives.

End of Modification No. 2.